
FULL RELEASE OF ALL CLAIMS

PART ONE - DEFINITIONS

1.1. The term, "**undersigned**", when used in this release, means each and every one of the following releasors: plaintiff, ANGEL JAIMES and (2) their heirs, executors, administrators, successors and assignees.

1.2. The term, "**releasees**", when used in this release, means each and every one of the following, both singly and cumulatively: defendants the COUNTY OF LOS ANGELES, LOS ANGELES COUNTY SHERIFF'S DEPARTMENT; ARTHUR SCOTT, an individual; and WILLIE MILLER, an individual, and his/her/its/their servants, employees, officers, directors, subsidiaries, agents, successors, and their attorneys, Manning & Marder, Kass, Ellrod, Ramirez, and any of their servants, employees, officers, directors, subsidiaries, agents and successors, hereinafter "**defendants**".

1.3. The term, "**incident**", when used in this release, means the following:

Any and all events, statements, writings, and/or any and all acts or omissions pled, alleged, and/or testified to in the lawsuit cited below in any forum, state or federal, as well as any and all acts or omissions by defendants up to the date of the undersigned's signature of this release.

1.4. The term, "**lawsuit**", when used in this release, means the following case:

COUNTY OF LOS ANGELES; COUNTY OF LOS ANGELES SHERIFF'S
DEPARTMENT; ARTHUR SCOTT and DOES 1 through 10, inclusive,
Case No. BC331903.



Initials of Plaintiff

PART TWO - THE AGREEMENT

2.1. The releasee, COUNTY OF LOS ANGELES, shall pay the following sum in payment for the injuries alleged by the undersigned connected with the incident and/or lawsuit, including any and all physical and emotional injuries: FOUR HUNDRED AND THIRTY-SIX THOUSAND AND FIVE UNITED STATES DOLLARS AND NO CENTS (\$436,005.00) payable in one amount to MORENO, BECERRA, & CASSILLAS, A Professional Law Corporation, on behalf of ANGEL JAIMES; as well as REIMBURSEMENT – in the form of reinstatement of such time on the undersigned's personnel records – FOR EACH HOUR OF TIME that the undersigned spent in preparation for testifying in any deposition or in the trial of this lawsuit, at the equivalent of monetary value of undersigned's regular rate of vacation pay compensation from the Los Angeles County Sheriff's Department as of the time of the trial of this lawsuit, pro-rated on an hourly basis, UP TO A MAXIMUM OF TWO (2) WEEKS' WORTH OF VACATION PAY, to the extent that the undersigned can document the time he spent in such preparation AND provided that such documentation is submitted by the undersigned to the attorneys for defendant the COUNTY OF LOS ANGELES within fifteen (15) calendar days of the execution of this release by the undersigned AND prior to the approval of this release-settlement by the COUNTY OF LOS ANGELES; all of the aforementioned amounts shall be payable after approval of the release-settlement by the COUNTY OF LOS ANGELES. This amount represents the total amount of consideration to be paid, as good and valid consideration, to settle any and all claims connected with the incident, the lawsuit and the handling and settlement of it by or on behalf of the releasees. The undersigned, plaintiff, has so received and accepts this sum to cover any and all of his damages, fees, costs and expenses – whether past, present or future – which arise (whether directly or indirectly) out of the incident and/or lawsuit and defendants' involvement in any act or omission which is connected in some or any manner with the incident or the lawsuit.

2.2. This release specifically includes any and all claims for statutory violations or tortious misconduct or other claims which may arise, whether directly or indirectly, from the releasees' conduct in responding to the undersigned's claim arising out of the incident, or in defending or settling this lawsuit. These claims include, but are not limited to, bad faith, unfair insurance practices, intentional infliction of emotional distress, negligent infliction of emotional distress, outrage, intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, fraud, misrepresentation and spoliation of evidence.

2.3. This release includes any violations of California Government Code § 12940 *et seq.* including but not limited to any and all alleged Racial or National Origin Harassment; Racial or National Origin Discrimination; Retaliation; Failure to Prevent Discrimination, Harassment, or Retaliation; as well as any and all alleged Wrongful Transfers, Demotions, or Suspensions in Violation of Public Policy; Negligent Supervision; and/or Intentional Infliction of Emotional Distress. This release also includes any violations of any other statutes or enactments, which have been, or may be enacted or construed so as to create a private right of action to prospective policyholders or other persons intended to be protected by any policy of insurance.

~~2.4. The undersigned, plaintiff, for full and complete dismissal of the lawsuit, hereby~~
acknowledges settlement of any and all claims for costs and expenses, (whether past, present or future) which arise (whether directly or indirectly) on the part of releasees, connected with the incident, the lawsuit and the handling and settlement of it by or on behalf of the releasees. The parties agree that any Judge ruling on the facts would find the following: There exists a good faith issue as to the compensability, liability and /or whether the injury arose out of the employment and in the course of employment, which, if resolved against the plaintiff, would defeat the applicant's claim for all benefits allowable under the workers' compensation system. Hence, a good faith issue regarding compensability/liability and/or injury AOE/COE exists. A court finding pursuant to *Thomas v. Sports Chalet* (1977) 42 CCC 625 is hereby agreed to by the parties. This release settles any dispute regarding plaintiff's employment, earnings, loss of wages/temporary disability/LC4850, future medical treatment, retroactive benefits under the Labor Code, penalty and/or interest under the Labor Code, permanent disability, self procured medical treatment, vocational rehabilitation/supplemental job displacement voucher, serious and willful misconduct - Labor Code 4553, discrimination - Labor Code 132a, any physical or mental condition relating to the same set of facts/circumstances and period of employment as this lawsuit. Further, if for any reason this provision is found unenforceable by the Workers' Compensation Appeals Board ("WCAB"), the releasees maintain their right to full credit for amounts paid in the civil settlement agreement of this lawsuit against any future award of benefits by the WCAB. Without limiting the foregoing, to the extent that this paragraph is a release between plaintiff and releasees as to any further Workers Compensation benefits arising out of this incident, the release does not bar Plaintiff from recovering Workers' Compensation benefits currently being received by Plaintiff. This is not a general release as to Workers' Compensation claims.

2.5. This release, together with the Request for Dismissal and/or Stipulation Of Dismissal signed by attorneys for the Releasees and Releasors, contain all the promises which have been made in connection with this settlement. There are no hidden terms, and everything which is important to this release is specified in writing here and in the Request for Dismissal and/or Stipulation Of Dismissal. By signing this document, the undersigned are verifying that they have read the Request for Dismissal and/or Stipulation Of Dismissal and understand the terms thereof.

2.6. The undersigned warrant that there has been no assignment or other transfer of interest in this claim to any other person who is not a party to this release.

2.7. If any of the releasees is sued because of the incident, or because any person has made a claim under an alleged assignment or transfer, the undersigned hereby promise to indemnify the releasees, and any of them, and to hold them harmless from any and all expenses, including court costs and attorneys' fees.

2.8. This agreement shall be construed as though all parties have participated equally in its drafting and, it shall be interpreted, wherever possible, to make it valid and effective. If any part of this release is invalid or prohibited, only that part should be affected and the rest of the agreement shall be enforced as written here.

~~2.9. The undersigned acknowledges that they have been represented by legal counsel~~
and have freely assented to this settlement, which has not involved coercion, undue influence or economic pressure. The undersigned freely agree to this release, without reservations or doubts.

2.10. It is understood and agreed that this settlement is the compromise of a disputed and doubtful claim, and that the payment made is not to be construed as an admission of liability on the part of any of the releasees and that these releasees deny liability therefore and intend merely to avoid litigation and to buy their peace.

2.11. Nothing in this release shall be construed to control or otherwise determine the outcome regarding any petition for attorneys' fees and/or costs, nor shall this release be construed so as to prohibit the filing of such petition where permitted by law.

2.12. This settlement is final. It binds the undersigned for past, present and future claims arising out of any lawsuit or for alleged bad faith in its handling and settlement. This release also applies even to such damages or losses about which the undersigned do not now know, or which do not now exist, but which might arise in the future.

2.13. THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR LEGAL COUNSEL AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

2.14. THE UNDERSIGNED, BEING AWARE OF CIVIL CODE SECTION 1542, HEREBY EXPRESSLY WAIVE ANY RIGHTS WHICH THEY MAY HAVE UNDER THIS LAW, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

2.15. The undersigned now instruct their lawyers to immediately dismiss any lawsuits which they may have against the releasees, and each of them, because of the incident, including any cross-complaints.

2.16. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED CERTIFY THAT THEY HAVE READ IT, THAT THEY HAVE CONSULTED WITH THEIR LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS

RELEASE ON April 24, 2009 AT
ONTARIO CALIFORNIA.

By [Signature]
[Angel Jaimes, Plaintiff]

Dated 4/24/09

WITNESSED, AND APPROVED AS TO

[Signature]

4-27-09

MORENO, BECERRA & CASILLAS

[Attorney for Defendants]
MANNING & MARDER
KASS, ELLROD, RAMIREZ, LLP

Dated _____

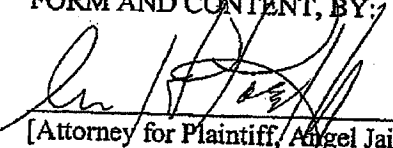
2.16. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED CERTIFY THAT THEY HAVE READ IT, THAT THEY HAVE CONSULTED WITH THEIR LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS
RELEASE ON _____ AT
_____ CALIFORNIA.

By _____
[Angel Jaimes, Plaintiff]

Dated

WITNESSED, AND APPROVED AS TO
FORM AND CONTENT, BY:


[Attorney for Plaintiff, Angel Jaimes]
MORENO, BECERRA & CASILLAS

4-27-09

Dated

[Attorney for Defendants]
MANNING & MARDER
KASS, ELLROD, RAMIREZ, LLP

Dated

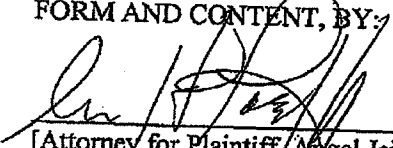
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IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS
RELEASE ON _____ AT
_____ CALIFORNIA.

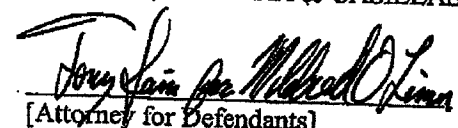
By _____
[Angel Jaimes, Plaintiff]

Dated

WITNESSED, AND APPROVED AS TO
FORM AND CONTENT, BY:


[Attorney for Plaintiff, Angel Jaimes]
MORENO, BECERRA & CASILLAS

4-27-09
Dated


[Attorney for Defendants]
MANNING & MARDER
KASS, ELLROD, RAMIREZ, LLP

4/29/2009
Dated